

GENERAL TERMS OF USE OF ABB PROVIDER PLATFORM

Preamble

Al Barid Bank, Public limited company with a Management Board and a Supervisory Board, subsidiary of Barid Al Maghrib Group, with a share capital of MAD 976,771,500, whose head office is located at angle Boulevard Ghandi et Boulevard Brahim Roudani, N° 798, Casablanca (Morocco), Trade Register N° 214 379.

The Provider acknowledges that the use of the platform requires compliance with all of the use requirements defined herein, and therefore acknowledges having the competence and means necessary to access and use this Platform.

Article 1. Definitions

Each entry below with a capital letter has the meaning given to it in the definitions bellows.

“Platform”, **“Portal”**: means the solution chosen and put online by Al Barid Bank and accessible at the address: **Fournisseur.albaridbank.ma**.

“Provider”: is a company which has undertaken to comply with the General Terms, and which meets the criteria for access to the Platform and whose access to the portal is authorized by the Bank.

"Provider Administrator": is an Authorized User who is empowered by the Provider to authorize Authorized Users to access the Platform. He is responsible for monitoring new Authorized Users and deleting Authorized Users in accordance with the provisions of the administration rules of the Portal.

"Authorized User": is a natural person, member of the Provider's staff, authorized by the Provider Administrator to access the Platform and to use it in the name and on the exclusive account of the Provider in compliance with the General Terms and to whom the Provider Administrator transmits a personal password and a user ID (Password/User ID).

“GTU”, **“General Terms of Use”** or **“General Terms”**: means this very document.

“ABB”, **“The Bank”**: Refers to AL BARID BANK.

Article 2. GTU Purpose

These terms of access and use of the ABB Provider Portal are intended to determine the general legal and technical conditions of use by any ABB Provider at ABB’s purchasing portal.

Article 3. GTU Acceptance

The Authorized user declares to have read and expressly and unconditionally accepted these General Terms of Use in force on the first day of access to the said Portal and hereby agrees to comply with the GTUs in their entirety while using the portal, declares to be legally competent to enter into contracts, and guarantees that all the information entered is true and exact.

Article 4. GTU enforceability and modification

The Bank reserves the right to make any modifications it shall deem necessary and useful to the present General Terms of Use, and the possibility of modifying in whole or in part the General Terms of Use in order to adapt them to the evolutions of its operations, and/or changes in legislation.

These GTUs are enforceable throughout the life of the Platform and until new or updated General Terms of Use supersede these. The Bank shall notify the Provider of the new GTUs by any means, from the date of their entry into force.

In addition, all access to the Platform is under the sole responsibility of the Provider.

Access to the Platform and the use of its services by the Provider are subject to the express approval by the latter of these very GTUs and the documents annexed thereto (Appendix 2: Cf. provider relations charter), which are posted on the Platform and are an integral part of the GTUs.

Article 5. Platform Use

5.1 Purpose of the platform:

Through this Platform, the Bank provides the Provider with an environment allowing it to access the collaborative tool and ensuring the exchange of information to make it possible for it to carry out the work entrusted to it by the Bank, or during a Call for Tenders with the aim of optimizing relations between the Provider and the Bank, in accordance with the GTU provisions.

All the information, data, documents, formulas, plans, know-how, ideas or any other element exchanged between the Bank and the Provider via the Platform may be used respectively by the Bank and the Provider only as part of their contractual relations defined by the placing of an order or a consultation.

5.2 Terms:

Access to the Platform is free, apart from providers' internet access and the cost of telephone communications which are invoiced directly by the operators.

The Provider is informed that the Platform is provided on the basis of an "as is" service and accessible according to its availability, 24 hours a day, 7 days a week, except in such events including but not limited to force majeure, computer problems, telecoms network problems or other technical problems, without this list being exhaustive.

ABB reserves the right, without notice or compensation, to temporarily or permanently suspend access to the Platform to carry out an update, a modification or a change to the operational methods, servers and accessibility hours, without this list being exhaustive.

It is therefore up to the user to ensure the compatibility of his IT resources with the changes introduced to the Platform.

ABB cannot be held responsible for the impossibility of accessing the Platform.

ABB reserves the right to refuse access to any Authorized User if it discovers facts suggesting fraudulent use or attempted fraudulent use of the Platform or that the user has violated any of the navigation rules, without this list being exhaustive. It shall immediately inform the User, by any means possible, which shall be expressly accepted by the latter.

5.3 Accessibility Terms to the Platform:

The service is accessible via the Internet on working days and hours at the following address: Fournisseur.albaridbank.ma.

The Provider may request access to the Platform by completing the relevant form. It shall receive its username and temporary password to access to the Platform via email. Upon first use, the Provider must change its password upon first access.

The communication of the username and password leads to the opening of the Provider's own administrator account, accessible via the Internet. From this administrator account, the Provider may access the section: "Manage users"

Only the Provider, using its administrator account, can create user accounts. It is therefore alone responsible for the accounts created and the use of these accounts by the persons to whom they have been assigned.

The Provider may only access the Portal and use it within the framework of its relations with the Bank and through a Provider Administrator Account.

A Provider must have a Provider Administrator who in turn may have one or more Authorized Users.

The Provider Administrator is, normally, a diligent person experienced in cross-functional activities within his company, who possesses good interpersonal skills. He does not need in-depth computer knowledge, but he should be able to use computers with ease, as a work tool.

The Provider Administrator is appointed by the Provider. The latter must have appointed a Provider Administrator via the certificate of the authorized representative appended to the General Terms. This certificate must be signed, stamped and sent back to the Bank via the portal.

The Provider may appoint, if necessary, a substitute in case the Provider Administrator has a leave or is absent.

The Provider must communicate and inform the Bank about the transfer or termination of the Administrator's duties and about any events that may call into question the stability of his function. The Provider must automatically request a deactivation of an account at the Bank, by sealed and signed mail specifying the name of the new Administrator.

The Administrator shall be liable for the consequences of any damage caused to the Bank as part of its duties. He cannot be exempted from his responsibility except by demonstrating that he has used the highest means with respect to the rules of the art and the best practices of the industry in this field and that he had the diligence necessary to fulfill his role and mission.

No Provider, no Provider Administrator, no Authorized User and no other person has the right to access the Portal using the Password/User ID of another Provider or Authorized User.

The right of access to the Portal of an Authorized User ends immediately in the event of termination of the General Terms of Use or as soon as a Provider, through the Provider Administrator, removes the right of access to an Authorized User. The Provider, through its Provider Administrator, shall therefore take all necessary measures to terminate this right of access.

Article 6. Liability

The Provider and the Provider Administrator undertake to use the platform and the information to which they may have access only under the terms defined by ABB.

The Provider and the Provider Administrator undertake (i) not to disrupt the use of other possible users of the Platform and not to access the sites of third parties (ii) not to commit any act that may jeopardize the IT security of the Bank, other users or visitors; (iii) and not to interfere with or interrupt the normal operation of the Platform.

The Provider and the Provider Administrator shall not modify, copy, reproduce, download, distribute, transmit, commercially exploit and/or distribute in any way, shape or form the services, platform pages, or computer codes or any other elements making up the Platform.

The provider undertakes to provide sincere and accurate data. Therefore, it remains responsible for the content of the data it transmits.

The Bank endeavors to carry out, in accordance with the rules of the industry, the transactions requested by the Provider through the Platform. The Bank may not be held liable for any disruption in the use of the platform.

The Bank may not be held liable for temporary total or partial unavailability of access to the Platform, for a problem linked to response time, and in general, for any performance defect.

The Bank may not be held liable for breaches of IT security, which may cause damage to the Provider's IT equipment and data.

The Bank may not be held liable for the violation of these General Terms by another user.

The Bank may not be held liable for indirect damages, such as the loss of profit, a contract, an opportunity resulting from the use of the Platform, or the data contained therein.

The Bank grants the Provider, on a non-exclusive and personal basis, a right of access to the Service(s) and its use for the exclusive needs of the said Provider and within the framework of the relationship established between the Bank and the Provider. .

The Bank shall in no event be liable for any use of or access to the Portal by a natural or legal person accessing the Platform, in any way whatsoever, using the Passwords/User IDs of the said Provider or Authorized Users.

The Provider may be called in question by the Bank, for any action brought against it, or any complaint lodged against it by a third party, due to the use by the Provider of the platform under conditions which do not comply with the General Terms of Use. This call into question covers any amount that the Bank may be required to pay in any capacity, including lawyer and court fees recognized or pronounced, within a reasonable limit. The use of the Platform does not provide any warranties whatsoever.

The Bank may not be held liable if any collection and transmission of personal data, installation of cookies or any other process for the same purposes, are carried out by sites to which hypertext links take through the platform or accessible by rebound.

The Bank may not be held liable for the possible use of the information and financial data relating to the financial instruments held by the Provider and the consequences that may result therefrom, mainly for any decision made on the basis of the information contained on the Platform.

The Bank reserves the right to take all measures it deems fit to prevent or put an end to the infringement of its copyrights or the copyrights of third parties, without being held liable as a result.

Article 7. Intellectual Property Rights

These GTUs do not imply any assignment of any kind of intellectual property rights in the elements belonging to the Bank for the benefit of the Provider.

The platform, brands, drawings, models, images, texts, photos, logos, graphics, software, search engines, databases and domain names, without this list being exhaustive, are the exclusive property of the Bank.

Any total or partial reproduction and/or representation of any of these rights, without the express consent of the Bank, is prohibited and would constitute an infringement likely to engage the civil and penal liability of the counterfeiter.

As a consequence, the Provider shall refrain from any action or act that may directly or indirectly infringe the Bank's intellectual property rights.

The Bank shall grant the Provider a private, non-collective and non-exclusive right to use the content of the Platform. This right of use includes the right to reproduce, for storage purposes, to display on a single screen and for reproduction for paper printing. Any network diffusion, any replay, in any form, even partial, is prohibited. This right is personal. It is reserved for the exclusive use of the Provider. It is not transmissible in any way.

The Provider undertakes to:

download the content of the Platform on his computer only for personal use and for a limited period of time;

print on paper only the downloaded Platform pages, provided that the said copies are strictly limited to personal use.

The Provider shall refrain from copying, reproducing, altering, modifying, creating derivative works or disclosing to the public all or part of the content of the Platform without the prior written consent of the Bank or that of the third parties concerned.

Section 8. Cookies

The Provider is informed that, during its visits to the Platform, a cookie may be automatically installed on its navigation software and is temporarily stored on its hard drive. A cookie is an element that does not identify the user but is used to record information relating to his browsing on the Platform.

This information is used for the optimization of the Platform's security and for providing an optimal service.

Under no circumstances are "Cookies" intended to use personal information about people connected to the Platform.

The Provider acknowledges having been informed of this practice and expressly authorizes the Bank, without opposition or reservation, to use it.

However, the Bank draws the attention of users and Internet users that if the browsers of their computers are configured to refuse "Cookies", access to certain services may be altered, or even impossible.

Article 9. Hypertext links

The bank may not be held liable the hypertext links leading to other sites, mainly with regard to the content of thereof. Since the Bank is not the publisher of these sites, it cannot fully control their content. Consequently, the Bank may under no circumstances be held liable for the content of the sites thus accessible and particularly their veracity, timeliness, quality, completeness, relevance, illegality,

advertisements, products, services or any other material available on or through these sites or external sources.

The Bank may not likewise be held responsible for any collection and transmission of personal data, installation of cookies or any other process for the same purpose, carried out by these sites.

The existence of a link on the Bank's Platform leading to another site does not therefore constitute a recommendation or validation of this site or its content. It is up to the user to use this information with discernment and critical thinking.

The user of the Platform may not under any circumstances set up a hypertext link to another site, even published on a personal basis, including any social network site, without the prior written authorization of the Bank.

Article 10. Personal data

The Personal Data of authorized Users, collected as part of the use of the Provider Portal, are processed in compliance with the provisions of Law N° 09-08 relating to the protection of individuals with regard to the processing of personal data. ("Law 09-08").

The Personal Data of users, collected through the portal, are processed exclusively for the purposes of managing the Provider Portal.

The User agrees that his/her personal data processed and stored by ABB may be transferred to its parent company, its subsidiaries, the competent authorities and authorized public bodies, conventional service providers in the event of litigation (lawyers, experts), services responsible for control (statutory auditors, auditors, departments responsible for internal or external control procedures), in addition to Providers, subcontractors or service providers, to provide the services available on the Provider Portal.

The communication of Personal Data is only carried out if it proves to be reasonably necessary. Hence, ABB requires all the aforementioned partners to comply with the provisions of the aforementioned Law 09-08 and the security and confidentiality rules relating to Personal Data.

Furthermore, the user has a right to access his/her Personal Data, to rectify this data and to object, for legitimate reasons, to their processing.

To exercise the rights of access, rectification and objection in accordance with the provisions of Law 09-08, the user can contact Al Barid Bank – Compliance Division – at the following address: Angle Bd Brahim Roudani and Bd Ghandi, N°798 Bd Ghandi, 20380 Casablanca, or by email at the following email address: ABB.DonneesPersonnelles@albaridbank.ma.

Article 11. Confidentiality

Each of the Parties undertakes to treat any confidential information explicitly expressed by the other Party as strictly confidential, and not to disclose to third parties, directly or indirectly, for a fee or free of charge, in any form whatsoever, not to make it available to a person or an organization without the prior written consent of the other party except to an administration that requests it, an expert seized of its interpretation or its application, a judicial or arbitration court or an insurance company.

The confidentiality obligation provided for in this article shall apply for the entire duration of the Parties' use of the Portal and remains valid until it falls into the public domain.

Article 12. Computer Data Exchanges

The Provider is fully responsible for all the operations carried out through its account and with its ID and it is fully responsible for the operations carried out by its Authorized Users.

The Bank and the Provider agree that they will exchange information by means of electronic data exchange, i.e. they will carry out electronic transfers of data and information via any computer network or in any other way.

The exchange of computerized data between the Bank and the Provider shall mainly concern: the Provider's information, the calls for tenders launched by the Bank, the Provider's offers, the contracting data, the contacts of the sales representatives, the attached documents and questions for buyers, etc.

The Provider accepts that the information exchanged on the basis of this clause and in accordance with the provisions thereof shall have probative value equivalent to that of a paper document.

The Provider accepts that its surnames, first names, telephone and fax numbers, email addresses and the references of its company may be registered by the Bank, mainly to constitute the various identifiers and integrate them into the Bank's electronic directory, as well as any tools necessary for the operation of the services.

The Provider undertakes to communicate only the personal data of its employees who have expressly given their consent to this effect.

Article 13. GTU Duration and Termination

These GTUs take effect as of their acceptance by the Provider.

The Bank reserves the right to terminate, ipso jure and without notice, access to the Platform, in the event of violation of these Terms of use and/or in the event of violation of the legal provisions in force or when these Authorized Users are engaged in activities prohibited by applicable laws and regulations.

The Bank reserves the right to terminate these GTUs in the event of force majeure or any similar event affecting its activity.

In the event of termination of the GTUs, all rights granted herein to the Provider and its Authorized Users shall terminate and the Provider and its Authorized Users shall immediately cease using the Platform, without prejudice to damages on behalf of the Bank.

The obligations resulting from the articles "Liabilities", "Confidentiality", "Intellectual property", "personal data processing", shall remain in force after the expiration or termination of these General Terms.

Article 14. Audit and control

Provided that it notifies the Provider in good time and during normal working hours, the Bank has the right to carry out a periodic audit of the Provider's use of the Platform, subject to compliance with the confidentiality clauses herein, in order to ensure that the Provider complies with these GTUs.

Article 15. Recommendation

To protect the confidential nature of its requests, the Provider is called on to take the appropriate measures, depending on its own software, either to prevent the storage, in its microcomputer, of the data visited, or to proceed with the deletion of those once the visit is over.

If data is imported into management software, the Provider shall ensure that access for unauthorized third parties is prohibited.

For this purpose, the Provider alone insures the risks of manipulation and use of its connection terminal by unauthorized third parties.

It is, on the other hand, the Provider's responsibility to take all appropriate measures to protect the data and/or software stored or installed on its computer equipment from contamination by viruses or intrusion attempts.

Article 16. Case of Force Majeure

The Bank may not be held responsible for the non-performance of any of its obligations hereunder in the following cases:

When the non-execution is due to an impediment beyond his control;

When it could not reasonably foresee this impediment or its effects or its ability to perform the contract at the time it is discovered;

When it could not reasonably avoid or overcome this impediment, or at least its effects.

An impediment within the meaning of the preceding paragraph may result from such events as the destruction of machinery, installations, boycotts, strikes or lockouts in any form whatsoever, occupation of premises, work stoppages, failure to supply electric current, the failure of networks or transmission lines, the unavailability of systems, without this list being exhaustive.

Article 17. Entirety

The contractual documents express the entirety of the obligations of the parties.

Article 18. Convention of proof

The electronic acceptance of GTUs by the parties has the same probative value as the agreement on paper.

The computerized registers kept in the computer systems are kept under reasonable security conditions and considered as proof of the communications between the parties.

Article 19. Applicable Law and Competent Jurisdiction

This Agreement shall be governed by Moroccan law. This is so for the substantive rules and the rules of form, notwithstanding the places of performance of the substantive or accessory obligations.

Any dispute concerning the General Terms of Use and/or the access and use of the Platform and the Services shall first be settled amicably between the Parties within a maximum period of thirty (30) days as of the date of the occurrence of the dispute, before being brought before the exclusive jurisdiction of the Courts of Casablanca.